

ThinkMarkets Loyalty Programme Terms and Conditions

Introduction

The ThinkMarkets Loyalty Programme ("Programme") is a client-focused initiative designed to reward loyal traders for their engagement and trading activities. By participating in the Programme, clients agree to these Terms and Conditions ("T&Cs").

By joining the Programme, you (individually and collectively, "you," "your," or "client") acknowledge that you have read and agreed to be bound by the T&Cs, terms and conditions for all offers under this Programme, and all other relevant legal document provided by ThinkMarkets (collectively, the "Terms"). You cannot participate in the Programme if you do not agree to these Terms.

These T&Cs should be read in conjunction with any information available from time to time on ThinkMarkets' website.

1. Membership Eligibility and Enrolment

1.1 Eligibility

The Programme is exclusive to ThinkTrader clients and is available to direct retail clients registered under our TF Global Markets (South Africa) (Pty) Ltd entity. Clients who have been referred by an introducing broker or affiliate are ineligible.

1.2 Enrolment

Enrolment in the Programme is automatic for clients meeting the eligibility criteria as outlined in Section 1.1. Clients may opt out of the Programme at any time by contacting ThinkMarkets' Support Team at support@thinkmarkets.com.

Enrolment starts on 25 March 2025, with points earned from this date onwards. Trading activity before this does not qualify for points, irrespective of how long you've been a ThinkMarkets client.

1.3 Ineligibility

Partners, introduced clients, terminated clients, institutional clients, non-approved clients, and any associated entities are not eligible for the Programme.

2. Earning Loyalty Points

2.1 Eligible Activities

Points are awarded for specific actions, trading activities, and participation in promotional activities, as defined in ThinkPortal. Only closed trades held for a minimum of three minutes (180 seconds) are eligible for earning points.

2.2 Points Calculation

Points are calculated based on trading volume, deposit amounts, or other predefined actions (refer to ThinkPortal for details). Trades executed using bonus funds or credit balances do not qualify for points. Trades resulting in negative balances may void associated points.

2.3 Promotions

ThinkMarkets may offer additional point-earning opportunities through special promotions, as announced on its website, email, or social media channels.

2.4 Limitations

We reserve the right, in our sole and exclusive discretion, to take various actions if we detect or suspect abuse, fraud, manipulation, arbitrage, carry trades, or other deceitful or fraudulent activity. Points cannot be earned on trades resulting from prohibited, arbitrage or abusive trading practices ("Prohibited Trading Activity"). Whether such prohibited trading activity occurred shall be determined by ThinkMarkets in its sole discretion.

3. Membership Tiers

3.1 Tier Levels

The Programme consists of multiple tier levels, with benefits increasing as clients progress. Movement between tiers is based on recent trading volume, deposits, or other predefined criteria as outlined in ThinkPortal. Only one tier can be associated to a client at any one time. The tier is based on the accumulation of activity across all trading accounts under the client.

ThinkMarkets reserves the right to change Programme rewards and benefits, how you reach each tier level, how you earn points and how we evaluate and reward your eligible trades/deposits and/or other Programme activities.

ThinkMarkets reserves the right to place limits on the number of redemptions or other activities that are eligible for the Programme and/or for any given tier level or Point.

3.2 Tier Downgrade

If a client fails to maintain the requirements for their current tier, their tier level may be downgraded without prior notice.

3.3 Tier Benefits

Clients can enjoy tier-specific benefits such as higher point-earning rates, exclusive rewards, and dedicated support.

4. Redeeming Points

4.1 Redemption Process

Points can be redeemed for cash rewards, bonuses, or other benefits through the Client Portal. Redemption thresholds and point values are detailed within ThinkPortal. Points redeemed for cash may only be withdrawn from the trading account via ThinkMarkets approved method(s).

4.2 Restrictions

Points cannot be transferred, sold, or exchanged between accounts. Redeemed rewards cannot be reversed or refunded. In cases where a client has multiple profiles, ThinkMarkets will not consolidate, or merge points balances or adjust the Tier status.

4.3 Expiration

Points shall expire six (6) months after the date in which the points are earned if not redeemed.

5. Programme Communication

5.1 Communication

By participating in the Programme, clients agree to receive Programme-related emails, including updates, tier notifications, and promotional offers.

5.2 Opt-Out

Points cannot be transferred, sold, or exchanged between accounts. Redeemed rewards cannot be reversed or refunded. In cases where a client has multiple profiles, ThinkMarkets will not consolidate, or merge points balances or adjust the Tier status.

6. Modification, Suspension, or Termination

6.1 ThinkMarkets reserves the right to amend, suspend, or terminate the Programme and its T&Cs in its sole discretion at any time and without prior notice. You are advised to revisit these T&Cs on ThinkMarkets' website regularly. Your continued use of our website and services reflects that you accept any of such modified terms.

7. Fraud and Misuse

7.1 Fraud Prevention

ThinkMarkets reserves the right to disqualify any client suspected of conducting Prohibited Trading Activity or violation of the Terms. Such determination shall be made in ThinkMarkets' sole discretion. In such cases, all points and benefits shall be forfeited. In the event points were allocated in error, ThinkMarkets reserves the right to remove any points allocated in error, including any redeemed points values.

ThinkMarkets is not responsible for rewards, benefits, and/or Points lost or redeemed due to fraudulent activity or Prohibited Trading Activity.

8. Limitation of Liability and Indemnification

8.1 Liability

ThinkMarkets is not responsible for losses, damages, or technical issues arising from participation in the Programme, including but not limited to or through negligence or indirect losses, or from any amendments or termination of this Programme Participation in the Programme does not alter or influence a client's trading risk profile. Clients are encouraged to trade responsibly.

ThinkMarkets is not responsible for its failure to meet any obligations under the T&CS due to events which are beyond our reasonable control.

8.2 Indemnification

You agree to compensate us fully, indemnify and hold us — our officers, directors, employees, agents, affiliates, licensors, and suppliers — harmless from and against all liabilities, claims, expenses, costs, damages, and losses, as a result of or in relation to your action or inaction. This is inclusive of legal fees, arising from or related to any breach of the T&Cs by you, including the use by any other persons accessing this Programme using your trading account.

9. Privacy and Data Protection

9.1 Data Handling

Personal data collected for the Programme will be processed in accordance with ThinkMarkets' Privacy Policy. Clients may withdraw their consent for data processing, but this may result in termination of their Programme membership.

10. Miscellaneous

10.1 Governing law and Jurisdiction. This Programme is construed in accordance with and governed by the laws in which the client is registered. For instance, these T&Cs shall be governed by South Africa for clients registered through TF Global Markets (South Africa) (Pty) Ltd. Any disputes regarding this Promotion are subject to the dispute resolution clauses in the applicable Terms and Conditions.

10.2 Invalidity. If any term of these Promotion Terms is found to be invalid or unenforceable under any applicable law, such term shall, insofar as i/He/het is severable from the remaining terms, be deemed omitted from these Promotion Terms and shall in no way affect the legality, validity or enforceability of the remaining terms.

10.3 Risk Disclaimer. This Programme is not designed to alter or influence an individual's risk preference or encourage individuals to trade in a manner inconsistent with their trading strategies. Clients should ensure that they operate their trading accounts in a manner consistent with their trading comfort level. ThinkMarkets will not be liable for any losses, costs, expenses, or damages which may occur as a result of this offer, and which by law may not be excluded by these Terms. Your participation in the Programme is at your own risk. This Programme and all content in the Programme are presented on an "as is" basis. We expressly disclaim all warranties of any kind, whether express or implied, regarding the programme, including, but without limitation, the implied warranties of title, merchantability, or fitness for a particular purpose.

- 10.4** The English version of the T&Cs shall prevail in case of any discrepancy or inconsistency between the English version and any translations provided.
- 10.5** Our decision in the exercise or interpretation of the Promotion or any of these T&Cs shall be final, conclusive and binding on you.
- 10.6** ThinkMarkets shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation; cancellations, war, weather, strikes, floods, lockouts, fires, pandemics, acts of God, terrorism, and/or delivery or other third-party delays, non-performance, or failures of any kind ("**Force Majeure**").

By accepting these T&Cs and participating in the Programme, you agree to all the Terms, and agree that you fully understand the risks.

Contact Information

For any questions, please contact ThinkMarkets at:

Email: support@thinkmarkets.com

Website: www.thinkmarkets.com